

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION**

After thorough review, the Court is convinced that this motion is governed by the Prior Case. This Court, like some other courts, “look[s] to whether there has been a showing that the plaintiff has reasonably attempted to effectuate service ... by conventional means.” *In re Realtek*, 2023 WL 5274627, at *2 (quoting *In re OnePlus Tech. (Shenzhen) Co., Ltd.*, No. 2021-165, 2021 WL 4130643, at *3 (Fed. Cir. Sept. 10, 2021) (per curiam)); *Aprese Sys. Tex., LLC v. Audi AG*, No. 6:21-cv-01014-ADA, 2022 WL 891951 (W.D. Tex. Mar. 25, 2022).

ParkerVision has made two separate and independent reasonable attempts at conventional service. First, just like in the Prior Case, ParkerVision had the district court clerk send the summons and complaint to Realtek using FedEx, which Realtek rejected. *See* ECF No. 23, ECF No. 24; Defendant’s Opposition to Plaintiff’s Motion for Leave to Effect Alternative Service at 5–7, *Prior Case, supra*, ECF No. 11. Second, ParkerVision’s counsel emailed Realtek’s active counsel in the Prior Case to request that she accept or waive service in this case. *See* ECF No. 25 Ex. 2 (requesting, on June 15, 2023, that Lisa K. Nguyen of Allen & Overy accept or waive service on Realtek’s behalf); *see also* Defendant’s Motion to Dismiss for Failure to State a Claim at 16, *Prior Case, supra*, ECF No. 40 (listing Lisa K. Nguyen of Allen & Overy in the counsel signature block). Realtek does not point to any changed circumstances between this case and the Prior Case that would change these conclusions or otherwise convince the Court to refrain from exercising its discretion to permit alternative service.

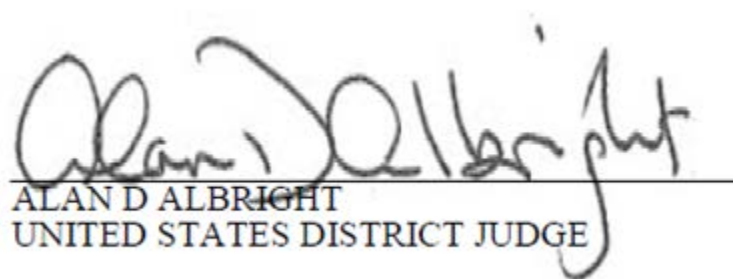
The two cases Realtek cites are distinguishable. *Aprese* held that while “service on a foreign defendant’s domestic counsel [] constitute[s] a reasonable attempt to effectuate service,” *Aprese* had failed to present sufficient evidence showing that a domestic lawyer whom *Aprese* had asked to accept service *presently* represented Audi AG. 2022 WL 891951, at *3. Here, in contrast, ParkerVision requested that Realtek’s active counsel in the Prior Case accept or waive service.

Therefore, *Aprese* actually weighs in *ParkerVision*'s favor. And in *Trustees of Purdue University v. STMicroelectronics N.V.*, No. 6:21-cv-727-ADA, 2021 WL 5393711 (W.D. Tex. Nov. 18, 2021), this Court used its discretion to deny alternative service where plaintiff had not made any attempts at serving a Dutch company through the Hague Convention. But Taiwan, unlike the Netherlands, is not a Hague Convention signatory, so a similar exercise of discretion here would be inappropriate.

In conclusion, ParkerVision's Motion for Leave to Effect Alternative Service is **GRANTED**.

IT IS HEREBY ORDERED that Plaintiff may serve Defendant by sending the complaint and other required materials to Realtek's outside counsel, Lisa K. Nguyen at Allen & Overy LLP, by email and FedEx, using the same email and postal address listed for Ms. Nguyen by the Court: Lisa.Nguyen@allenoverly.com and 500 High Street, Second Floor, Palo Alto, CA 94303.

SIGNED this 26th day of September, 2023.



ALAN D ALBRIGHT
UNITED STATES DISTRICT JUDGE